

Fort Madison

PPME #2003 (Police)

7/1/2006 6/30/2008

FORT MADISON / PPME #2003 (POLICE)

06-08

AGREEMENT

BETWEEN

CITY OF FORT MADISON, IOWA

AND

PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES

LOCAL 2003

INTERNATIONAL UNION OF

PAINTERS AND ALLIED TRADES

POLICE DEPARTMENT

JULY 1, 2006

TO

JUNE 30, 2008

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PREAMBLE

THIS AGREEMENT IS ENTERED INTO BY THE CITY OF FORT MADISON, IOWA, (hereinafter called Employer), AND THE PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES, LOCAL 2003, INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES (hereinafter called Union).

ARTICLE 1

RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of the City in the following bargaining unit pursuant to Order of Certification dated October 30, 1978 in PERB Case 1214, as amended, to-wit:

All employees of the City of Fort Madison Police Department including all Clerks, Communication Clerks, Animal Control Officers and Police Officers, and excluding Sergeants, Captains, Chief Clerk, Assistant Chief, Chief, all other Department employees, and all others excluded under Section 4 of the Act.

And for those employees of the City certified by the Public Employment Relations Board to be members of the bargaining unit during the effective period of this Agreement.

ARTICLE 2

INTENT AND PURPOSE

Section 1. The Employer, the Union, and the employees, recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of the City.

Section 2. The Employer, the Union, and the employees further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the parties covered by this Agreement, in order to assure the effective and efficient operation of the City.

ARTICLE 3

DEFINITIONS

Section 1. ACT is the Iowa Public Employment Relations Act as it may be amended from time to time.

Section 2. ANNIVERSARY DATE is the anniversary of the calendar date of the employee's last date of hire.

Section 3. BARGAINING UNIT is the bargaining unit recognized by the employer and defined in Article 1, Recognition, Section 1 hereof.

Section 4. CITY is the City of Fort Madison, Iowa.

Section 5. PERB is the Iowa Public Employment Relations Board.

Section 6. A REGULAR EMPLOYEE is an employee, other than a temporary employee or a part-time employee, who has completed the probationary period.

Section 7. PROBATIONARY EMPLOYEES

A. CIVIL SERVICE EMPLOYEES - with regard to civil service employees, a probationary employee is an employee who has not successfully completed twelve (12) consecutive months of continuous service. During the probationary period, such employee may be removed or discharged from such position without cause or the right to grievance.

This probationary period for police officers is in addition to any other probationary period an Employee must serve, even if the employee has completed a different probationary period for the Employer.

B. NON-CIVIL SERVICE EMPLOYEES – with regard to non-civil service employee, a probationary employee is an employee who has not successfully completed six (6) months of continuous full-time service. During the probationary period, such employee may be removed or discharged from such position without cause or the right to grievance. Part-time employees do not serve a probationary period

Part-time employees who become full-time will serve a ninety (90) calendar day probationary period as long as the part-time employee has worked at least one (1) calendar year.

C. PROMOTIONAL PROBATIONARY PERIOD – all promotional appointments shall be subject to a probationary period of six (6) months' continuous service, which period shall be utilized for closely observing the promoted employee's work and for securing the effective adjustment of the promoted employee in the new position. Promoted employees whose performance during the probationary period is unsatisfactory to the Employer may be returned to the position previously held without loss of seniority. At least two (2) weeks prior to the expiration of the probationary period, the Employer shall make the final determination and shall give written notice of rejection or of permanent promotion to the employee. The decision of the Employer during the probationary period shall be final without the right of appeal or grievance.

Section 8. PART-TIME EMPLOYEE – is any person within the bargaining unit employed by the Employer on a continuing part-time basis i.e., working less than forty (40) hours per week.

Section 9. A TEMPORARY EMPLOYEE – is any person employed by the Employer on a full-time or part-time basis for a particular purpose not anticipated by the Employer to extend for a period of more than one hundred twenty (120) days.

Section 10. Part-time employees shall receive benefits as specified in individual Articles of this Agreement.

Section 11. "Chief" when used hereunder includes the designated representative of the Chief of Police.

ARTICLE 4

DUES CHECKOFF

Section 1. The Employer will make monthly deductions from the first paycheck of the month from the wages of each employee covered by this Agreement if the employee provides the Employer with a written authorization therefor. The deductions will be for monthly union dues in the amount directed by the Business Manager of the Union. The Employer will transmit the total monthly deduction for dues to the office designated by the Union no later than fifteen (15) days after the money has been withheld accompanied by a list indicating the name, current address, hourly rate of pay, and amount of dues deducted from each employee for whom dues have been withheld, noting any addition or deletion from the previous month with a notation as to the reason for the deletion.

Section 2. The Employer may agree, upon appropriate written authorization from an employee, to make deductions for other purposes as conditions permit. The Employer will make deductions in the amount certified in such authorization, and will remit said deducted sum to the payee designated by the employee.

Section 3. Any authorization may be revoked by an employee at any time upon thirty (30) days' written notice to the Employer and the Union and shall automatically be cancelled upon termination of employment.

Section 4. The Union and the employee agree to indemnify and hold the Employer harmless against any claim or liability arising out of the operation of this Article. Nothing herein shall be construed as an obligation on the part of the Employer for the payment of Union dues or other deductions on behalf of the employee.

ARTICLE 5

CIVIL SERVICE

Section 1. In all matters involving hiring, promotions, demotions, layoffs, suspensions and discharges, the parties agree that, for sworn police officers, these matters are under the jurisdiction of Chapter 400, The Code, Civil Service, and agree to follow the provisions of such Chapter as amended.

ARTICLE 6

SENIORITY

A. CIVIL SERVICE EMPLOYEES

Section 1. In all matters involving seniority the parties agree that, for sworn police officers, these matters are under the jurisdiction of Chapter 400, The Code, Civil Service.

Section 2. The Union shall be furnished with a Civil Service seniority list of all employees covered by this agreement within thirty (30) days of July 1 of each year. The list shall be posted on all bulletin boards in the work place.

B. OTHER EMPLOYEES

Section 1. Seniority is defined as an employee's length of continuous service with the Employer from employee's most recent date of hire.

Section 2. The Union shall be furnished with a seniority list and job classifications of non-Civil Service employees covered by this Agreement within thirty (30) days of July 1, each year. The same list shall be posted on all bulletin boards in the work place. Employees shall have ten (10) days from the date of the posting to object to the seniority list. If objection is made and the Employer is unable to satisfy the objection within ten (10) days, the employee may file a grievance in accordance with the grievance procedure in the Agreement.

Section 3. The seniority of an employee shall terminate if the employee quits for any reason, including retirement; is discharged; fails to report to work after notice of recall within the time limit set out in Article 9, Section 5, hereafter; is laid off for a period exceeding twelve (12) months or the employee's seniority, whichever is lesser, is absent from work for two (2) workdays without notice to and approval by the Employer, unless evidence satisfactory to the Employer clearly provides that the employee was physically unable to give notice to the Employer, fails to report to work on the next scheduled workday following completion of a leave of absence or a vacation; engages in other work for pay while on leave of absence; or gives a false reason for obtaining leave of absence

C. CARRIED ON EACH LIST

Section 1. An employee may be carried separately on the civil service list and on the other employee list only if the employee has been hired for each position separately. A civil service employee may be hired as non-civil service position and an employee in a non-civil service position may be hired to a civil service position, if the employee is qualified, but no employee has the right to be so hired. An employee so hired shall retain seniority on the other list only to the extent permitted by the Civil Service Law or by Section 3 above.

D. PART-TIME NON-CIVIL SERVICE EMPLOYEE

Section 1. A part-time non-civil service employee who becomes a full-time non-civil service employee will begin to accrue seniority for purposes of lay off as of the date of hire as a full-time employee; however, all hours worked by such part-time employee from date of most recent hire will be credited to the full-time employee for purposes of determining Appendix A (Wages) Longevity and Vacation. In the computation of years of service for vacation and longevity one (1) year equals two thousand-eight (2,080) hours. An employee's total hours of part-time service shall be divided by two thousand-eighty (2,080) to calculate years of service for vacation and longevity as a full-time employee.

Section 2. Part-time employees will accrue seniority based on total hours of part-time service on a separate part-time employee seniority list. Such seniority shall be utilized in any actions pursuant to Article 9, Procedure for Staff Reduction.

ARTICLE 7

PROCEDURE FOR STAFF REDUCTION

A. CIVIL SERVICE EMPLOYEES

Section 1. In all matters involving staff reduction the parties agree that, for sworn police officers, these matters are under the jurisdiction of Chapter 400, The Code.

B. OTHER EMPLOYEES

Section 1. In the event the Employer determines that employees must be laid off, employees will be laid off in order of seniority in the affected job classification beginning with the employee with the least seniority. Temporary, part-time and probationary employees performing duties within the job classification, from which employees have been or are to be laid off, are to be laid off first and have no recall rights.

Section 2. The employer agrees, insofar as is possible, to give at least five (5) working days' notice of all reductions in force and general lay-offs except where the work stoppage is caused by events beyond the control of the Employer.

Section 3. Within the job classification laid off, employees will be returned to work in the reverse order in which they were laid off. No new employees will be hired for a job in the classification from which employees had been laid off until all employees laid off from that classification have been given notice of recall.

Section 4. An employee who is laid off shall keep the Employer advised of the employee's current mailing address. Notice of recall shall be sent by certified mail, return receipt requested to the employee's latest advised address. If the certified notice is returned to the Employer, then the Employer shall send a second notice by certified mail, return receipt requested and if the second certified notice is returned, the Employer shall have met its obligation under this section.

Section 5. An employee shall report to work within seven (7) calendar days after notice of recall is received unless the notice of recall provides for a specific later effective date of recall, in which case the employee shall report on said later effective date.

ARTICLE 8

HOURS OF WORK

Section 1. The Employer shall establish and post the hours of work within groups and shifts as determined by it to best provide the service to be rendered and to accommodate the public being served. The hours as posted shall set forth the normal workday, workweek and work schedule but shall not be construed as a guarantee of hours of work per day, per week or per schedule, or days of work per week or per schedule.

Section 2. The Employer may have to revise work schedules for the Department in order to meet a change in operational requirements. The Employer shall provide the employees and the Union with at least thirty (30) calendar days notice of any such change, except in an emergency.

Section 3. The normal workday and work schedule for communications clerk shall commence on a date to be set by the Employer and shall consist of five (5) eight (8) hour days as posted. The workweek shall commence at Midnight on Sunday and end at Midnight the following Sunday. The Employer will post the starting times for each shift. Each full-time position shall have two consecutive days off during a seven-day period. Full-time communication clerks shall bid to shifts and days off on the basis of seniority. All vacancies and new assignments shall be posted for bid by shift and days off and awarded on the basis of seniority. A full-time (40 hours of work per week) new assignment of duties or combination of duties that the Employer assigns as a full-time communications clerk position shall be posted for seven (7) days during which time full-time communication clerks may bid.

Section 4. The normal workday and work schedule for police officers shall commence on a date to be set by the Employer and shall consist of six (6) watches followed by two (2) days off, six (6) watches followed by two (2) days off, six (6) watches followed by two (2) days off, six (6) watches followed by three (3) days off, and five (5) watches followed by three (3) days off. A normal watch shall consist of eight hours duration

Section 5. It is permissible for all employees within the same job classification to trade shifts anytime within the same payroll period. Trades will not affect overtime regarding the maximum number of hours worked in any payroll period, and all hours worked shall be paid at the straight time rate of pay. All trades must have the prior approval of a supervisor prior to the time of the traded shift. All trades must be documented on both employees' time sheets.

ARTICLE 9

OVERTIME

A. OVERTIME

Section 1. Overtime shall be defined as any time properly authorized or approved by the Employer in excess of the employee's normal work schedule or normal watches. It is the policy of the Employer to keep overtime work to a minimum.

Section 2. Compensation shall not be paid twice for the same hours, nor shall there be any pyramiding of overtime.

Section 3. Employees shall be required to work such overtime, as the Employer requires. Overtime will not be used as a disciplinary tool, either to punish employees or to reward employees. A part-time or temporary employee shall not be given the opportunity to earn overtime before a regular or probationary employee, provided that, this limitation shall not apply in the situation where a part-time or temporary employee stays over and works overtime or is called in early for working overtime prior to a regular shift.

Section 4. Overtime will be compensated at the rate of one and one-half (1 ½) times the employee's regular straight time hourly rate of pay for all hours worked after eight (8) hours in a twenty-four hour period. Employees who are required to work on their normal day off will be paid overtime at the above rate for all hours worked on that day. It shall be computed on the nearest one-half (1/2) hour for payment

Section 5. A part-time employee shall receive overtime at the rate of one and one-half (1 1/2) times the employee's regular straight time rate of pay for all hours worked after eight (8) hours per day or after forty (40) hours per week, and it shall be computed as in Section 4 above.

B. CALL-BACK TIME

Section 1. An employee who is called back to the Police Station by the Employer shall be paid a minimum of three (3) hours pay at the overtime rate, unless such callback is three (3) hours or less prior to the employee's regular shift. The minimum does not apply when an employee is ordered to work beyond the employee's regular shift.

C. COURT TIME

Section 1. An employee required to appear for Court during off duty hours shall be paid for actual time spent, with a minimum of three (3) hours pay at the overtime rate, unless the Court appearance and the beginning or end of an employee's scheduled workday shifts overlap. In that event, the employee is paid for actual time spent.

Section 2. Court time must be authorized or approved by the Shift Commander and is only payable when the employee is required to testify in a criminal or civil matter for the Employer, or in a criminal matter for another law enforcement agency when directed to do so by the Employer.

D. COMPENSATORY TIME

Section 1. An employee may choose compensatory time off in lieu of payment for holiday pay and overtime under the following conditions.

Section 2. An employee desiring compensatory time off rather than payment shall so notify the Chief in writing prior to the cutoff period for computing wages for the period in which the payment would ordinarily have been made.

Section 3. The Employer shall keep a record of any compensatory time, which an employee has earned or used, and the employee may request to see such record at any reasonable time.

Section 4. Compensatory time will be accrued in an amount directly comparable to the amount which the employee would have been paid. If an employee is entitled to an hour of pay at the regular straight time rate but chooses compensatory time, the employee will be credited with one (1) hour of such time. If an employee is entitled to an hour of pay at the overtime rate, but chooses compensatory time, the employee will be credited with one and one-half (1 1/2) hours of such time.

Section 5. Compensatory time off will be granted at the time selected by the employee, so long as it does not conflict with the operation of the Employer, and is approved in writing by the Chief,

Section 6. It is the policy of the Employer to require that compensatory time be used as soon as reasonably possible after it is earned. The maximum amount of compensatory time is one hundred twenty-five (125) hours. An employee may not earn anymore compensatory time after reaching the maximum.

ARTICLE 10

JOB CLASSIFICATION

Section 1. In the event that an employee is assigned to a higher or lower job classification on a temporary basis said employee shall receive his own pay or the pay designated for such other classification in which the employee is temporarily serving, whichever is higher, provided that the higher pay in the temporary classification shall not be applicable until the employee has served more than nine (9) working days within a contract year in such capacity, but shall be retroactive to the first day if such temporary assignment exceeds nine (9) working days within a contract year.

ARTICLE 11

HOLIDAYS

Section 1. The following days are designated as holidays, to wit: New Year's Day (January 1), President's Day (third Monday in February), the Friday before Easter, Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veteran's Day (November 11), Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day (December 25) and any additional holiday which may be so designated in writing by the Council.

Section 2. The holiday shall be observed on the respective date set out above unless the Employer shall designate a different day in which the holiday is to be observed. For employees who do not work on a twenty-four (24) hours shift rotating basis, if one of the above holidays falls on a Sunday the employee will be given the Monday off and if one of the holidays falls on Saturday the employee will be given the previous Friday off, unless employer shall designate a different date on which the holiday is to be observed. The holiday shall begin at 7 o'clock a.m. on the day of the holiday and shall end at 7 o'clock a.m. twenty-four (24) hours later.

Section 3. In order to be eligible for receiving holiday pay, an employee must have been in the employ of the Employer for not less than thirty (30) calendar days and, unless excused must report for work

at the last scheduled workday before the holiday and on the first scheduled workday after the holiday. No employee who has been laid off, or discharged, or who is under suspension will be eligible for holiday pay.

Section 4. Eligible employees whose normal work schedule falls outside of a designated holiday shall be paid their regular pay and shall be paid an additional eight (8) hours of pay at their current hourly straight time rate.

Section 5. Eligible employees who work any of the holidays listed above, during the holiday hours as listed above, shall receive their regular pay and shall be paid additional pay at time and one-half (1 ½) their current hourly straight time rate of pay, for any hours actually worked.

Section 6. If a holiday occurs during the employee's vacation, then the number of days counted against vacation shall be decreased by the number of holidays occurring during the vacation period, however, an employee shall not receive any additional pay for such holiday.

Section 7. A part-time employee shall receive time and one half (1 ½) for any hours actually worked during the holiday time as designated in Section 2 above.

ARTICLE 12

VACATIONS

Section 1. Subject to and in accordance with the provisions of this Article, paid vacations shall be earned by employees after continuous service pursuant to the following schedule:

- a) During the first through fourth year of employment, eighty (80) hours.
- b) During the fifth through twelfth year of employment, one hundred twenty (120) hours.
- c) During the thirteenth through nineteenth year of employment, one hundred sixty (160) hours.
- d) During the twentieth and every year thereafter, two hundred (200) hours.

Vacations will be earned on a bi-weekly basis, one-twenty sixth (1/26) of the vacation being earned each bi-weekly payroll period, except that no vacation will be granted or paid during the first year of employment until the employee has completed the entire year's service.

Section 2. The purpose of a vacation is to enable the employee to enjoy periodic rest from the employee's regular job so that the employee may return to work refreshed. The vacation year will be the individual employee's anniversary date. Accordingly:

a) All vacation earned can be taken at any time subject to Section 3 of this Article but must be taken by the end of the employee's anniversary year following the anniversary year during which the vacation was earned. An employee may choose, with the Chief's written permission, to accrue vacation above the total annual vacation earned but at no time will earned vacation exceed three (3) weeks above the normal annual vacation earnings for each employee.

b) No employee shall be entitled to vacation pay in lieu of vacation. However, an employee who terminates employment shall receive any vacation earned in a lump sum payment for the years prior to the employee's last anniversary date and not previously taken; and employee who voluntarily terminates giving two (2) weeks working notice to the Employer, dies or retires, shall receive in a lump sum payment any vacation earned during the employee's current anniversary year and not previously taken. An employee who involuntarily terminates employment will be given a lump sum payment for any vacation earned.

Section 3. So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the Employer; provided that the final right to allot vacation periods and the right to change such vacation periods is reserved exclusively to the Employer.

Section 4. In the event that a holiday falls within an employee's vacation period, such day will not be counted as a day of vacation.

ARTICLE 13

LEAVES OF ABSENCE

A. SICK LEAVE

Section 1. Sick leave shall be used for disabling or confining personal illness or injury, not including on the job injury or disability, subject to the provisions set out hereinafter. Sick leave will not be allowed if an employee is injured while gainfully employed by a different Employer, unless the other Employer is utilizing the employee in an enforcement capacity.

Section 2. Each employee shall be granted fourteen (14) hours of sick leave per month and shall have the right to accumulate unused sick leave up to a maximum of eleven hundred sixty (1,160) working hours. Probationary employees will not be allowed to use sick leave benefits until they have successfully completed three (3) months of their probationary period, at which time they will be credited with any leave earned during the said three (3) month period.

Section 3. The Employer reserves the right to require a physician's signature for any absence due to sickness. Misuse of sick leave or misrepresentation in connection therewith shall constitute proper cause for discipline.

Section 4. To be eligible for sick leave payment, an employee shall notify the Employer as soon as possible but in any event prior to the starting time of the employee's workday. This notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.

Section 5. No employee is entitled to compensation for unused sick leave time. However, twelve (12) hours of compensatory time off will be earned for each ninety (90) consecutive days during which an employee does not use sick leave up to a maximum accumulation of forty-eight (48) hours of compensatory time off.

Section 6. An employee may use sick leave to the extent it is available to supplement any payment received for an on the job injury for the Employer. If an employee elects in writing to use sick leave in any period for which an employee is receiving workers compensation benefits for an on the job injury for the Employer, the Employer shall pay to such employee the amount by which such weekly Compensation is exceeded by the amount which such employee would have been entitled to receive as gross pay for the same period as sick leave under this contract. During the statutory waiting period, an employee may elect in writing to use sick leave to the extent it is available. Any amount paid to an employee under this section shall be chargeable against the employee's sick leave.

Section 7. Sick leave benefits will be paid at the employee's regular straight time rate within his regular job classification.

Section 8. A holiday for which an employee is entitled to holiday pay shall be paid as a holiday and not as a day of sick leave.

Section 9. An employee shall be paid all unused and accumulated sick leave up to two hundred (200) hours upon regular retirement if the employee has twenty (20) or more years of service. The value of

the sick leave will be calculated by dividing the employee's average compensation as used in the retirement formula by 2080 to arrive at an hourly rate and then multiply this hourly rate by the number of hours, two hundred (200) maximum, standing to the employee's credit.

B. FUNERAL LEAVE

Section 1. In case of the death of a spouse or minor child, the employee will be granted five (5) full days of paid leave, which may be taken at any time commencing with the death of the spouse or minor child.

Section 2. In the case of death in the immediate family, an employee who has had six (6) months of continuous employment will be granted not to exceed three (3) full days of paid leave in order to attend the funeral. Any such leave shall be only for the scheduled workdays falling within the period commencing with the death and extending through the day of the funeral. "Immediate Family" is defined as an adult child, parent (including a stepchild or a stepparent), or the spouse's parent (including stepparent).

Section 3. In case of death in the family, an employee who has had six (6) months of continuous employment will be granted not to exceed two (2) full days of paid leave in order to attend the funeral. Any such leave shall be only for the scheduled workdays falling within the period commencing with the death and extending through the day of the funeral. "Family" is defined as grandparents, spouse's grandparents, sister, brother, spouse's sister or brother, and any other relative living in the employee's household.

Section 4. In the event that an employee requires additional time off from work in order to attend the funeral, the employee may with the written approval of the Chief, be given additional time off from work without pay so that the total amount of paid leave and unpaid leave does not exceed a total of five (5) working days.

C. VOTING LEAVE

Section 1. An employee required to work for all of the hours during which the polls are open on an Election Day shall be given sufficient time off to vote.

D. LEAVE OF ABSENCE WITHOUT PAY

Section 1. A leave of absence without pay is a predetermined amount of time off from work for whatever purpose, which has been recommended by the Chief and approved in writing by the Employer. The employee will be given a copy of the authorization.

Section 2. Upon termination of any such leave of absence the employee shall return to work in the same step or capacity as when the employee left, provided that during such period no employee shall earn sick, vacation or other leave.

Section 3. In the event an employee fails to return to work at the end of any such leave, the employee shall be deemed to have voluntarily resigned on the last day of work prior to such leave, provided that an exception may be made at the discretion of the Employer.

Section 4. During a leave of absence without pay, the employee:

- a) must pay group hospital premiums falling due during any month the employee is not on the payroll;
- b) must pay premiums for coverage under any group life insurance plan; and
- c) shall not receive any other job benefits during the period of absence.

The Employer may make exceptions to any of the above conditions (a-c) for leaves not exceeding thirty (30) days.

E. PERSONAL DAY

Section 1. An employee shall be entitled to two (2) working days off to be used at any time during the contract year, provided that the employee must request the days off and obtain permission of the supervisor at least one (1) working day before the days off requested. This personal day cannot be carried over beyond the contract year.

F. MATERNITY LEAVE

Section 1. An employee who becomes pregnant may elect to use accrued sick pay and accrued vacation without loss of seniority or take a leave of absence without pay without loss of seniority or accumulated benefits. If the employee chooses a leave of absence without pay then the provision of Article 15D, Section 1 through 4 will apply.

Section 2. The employee will be allowed to work as long as she is capable of performing the regular duties of her job, subject to her physician's statement to that effect.

Section 3. When the employee is ready to return to work she must have a physician's statement to that effect.

G. PART-TIME EMPLOYEES BENEFITS

Section 1. Part-time employees will accrue two (2) days of sick leave per contract year on July 1, and effective July 1, 1999 one (1) personal day.

ARTICLE 14

HEALTH AND SAFETY

Section 1. The Employer agrees to continue to make reasonable provisions for the health and safety of its employees during the hours of employment.

Section 2. The Union and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling state and federal requirements relating thereto.

Section 3. The employee shall observe and follow all regulations established by the Employer relating to health and safety, and relating to the protection of the Employer's property. The employee shall follow established procedures for reporting occupational injuries and the failure of the employee to comply with these provisions may result in nonpayment of related medical services by the Employer.

Section 4. Each sworn officer may elect to have an annual physical examination. The Employer will reimburse each sworn officer up to a maximum of \$75.00 for any costs not covered by health insurance for such physical examination. Upon an employee reaching the age of 50 years, the Employer shall pay up to a maximum of \$100.00 for any cost not covered by health insurance for such physical examination. Employees claiming such reimbursement must present proof of payment to receive the reimbursement. A written report of the medical examination shall be provided to the Employer. Each employee agrees to sign whatever waivers are necessary in order to allow the written report of the medical examination to be forwarded to the Chief for insertion in the employee's personnel file.

ARTICLE 15

UNIFORM AND EQUIPMENT

Section 1. The Employer shall provide an original issue of clothing and equipment for all police officers. The Employer shall also provide an annual allowance of one thousand one hundred seventy five dollars (\$1175.00) for police officers. All allowances shall be payable each year by July 15th. Police officers are responsible for replacing uniforms, leather gear and flashlights after the initial issuance. The Employer will replace uniforms and/or equipment (protective vests, handcuffs, radios, handguns, and asp baton) damaged in the line of duty, or as needed. The Chief of Police must approve all styles of clothing prior to their use.

ARTICLE 16

INSURANCE

A. HEALTH INSURANCE

Section 1. The Employer shall provide a group health and accident insurance policy for each full-time employee and his or her family dependents consistent with the Wellmark BC/BS Alliance Select PPO which shall provide a \$400.00 single and a \$800.00 family deductible, maximum out-of-pocket single of \$800.00, maximum out-of-pocket family of \$1600.00, 10% of co-insurance within the provider network and 20% co-insurance outside of the network, a drug card of \$10/\$20/\$30, and one million dollar (\$1,000,000) lifetime coverage. Prior to any change in the policy or in the carrier, the Employer agrees to meet and confer with the Union. .

Section 2. The Employer shall pay 100% of the single coverage premium. An employee may elect coverage for family or dependents, in which case the employee will pay forty dollars (\$40.00) per month of the family premium and the Employer will pay the balance of the monthly family premium.

B. LIFE INSURANCE

Section 1. The Employer shall, at no cost to the employee maintain a life insurance policy for each employee in the face amount of Ten Thousand Dollars (\$10,000.00)

Section 2. Coverage of an employee will commence as set out in the policy, and an employee will be covered in accordance with and to the extent provided under the terms of the policy.

C. DENTAL INSURANCE

Section 1. The Employer will offer to the employees at their expense the option of purchasing Single and/or family dental insurance.

ARTICLE 17

SUPPLEMENTAL PAY

A. LONGEVITY

Section 1. Longevity shall be paid to employees who have worked for the Employer for continuous stated periods of time as follows, to-wit:

<u>Required Period Completed</u>	<u>Amount Per Month</u>
5 years	\$30.00
10 years	\$40.00
15 years	\$55.00
20 years	\$70.00
25 years	\$90.00

Section 2. The above sums will be added to the paycheck of the affected employee commencing on the first payroll of the month following the date that the employee has completed the required years of continuous service.

B. EDUCATION PAY AND REIMBURSEMENT

Section 1. Any sworn police officer who is a regular employee and who hereafter takes any college course will be reimbursed by the Employer for seventy-five percent (75%) of the required textbooks and tuition upon satisfactory completion of any such course with a "C" (2.0) or better, final grade, providing that no other governmental agency has paid for or contributed to said costs.

Section 2. The term "college course" as used herein, means any subject which is normally taken as a required or elective course for a degree with a major in law enforcement. In case of dispute, the Chief will determine whether a course qualified as a "college course".

Section 3. Each sworn police officer who is a regular employee shall receive as additional compensation the amount of One Dollar (\$1.00) for each of the first sixty semester hours and twenty-five cents (\$0.25) for each additional semester hour, not to exceed a total one-hundred and twenty (120) semester hours, of a completed "college course" in which the employee has received a final grade of "C" (2.0) or better, but not to exceed a total of Seventy-five Dollars (\$75.00) per month for all college credits. This increased compensation shall be applicable to courses hereto fore or hereafter completed.

Section 4. No probationary employee is entitled to reimbursement or additional compensation.

Section 5. In order to qualify for additional compensation, or for reimbursement, the university or college must send a transcript of the completed course and grade to the chief. Upon receipt of such transcripts, and provided the course is approved and the grade meets the standards set out in this Article, the Chief shall take the necessary steps to see that the employee receives proper reimbursement and proper additional compensation.

Section 6. No employee will be allowed to take college courses on scheduled time unless the courses are within the city limits, the employee has less than 60 college credit hours and there are at least three (3) officers on duty including auxiliary officers, if needed, with the approval of the Employer.

Section 7. In the event the Employer determines that it will pay for a course/training/school that is related to a bargaining unit job classification, notice shall be posted one (1) week in advance provided that notice is received by the Employer in advance of the one (1) week requirement to allow all interested employees to indicate an interest in attending as the City's paid representative. This is a posting requirement only and the employer shall choose the employee to attend the school. This choice is not grievable.

C. SHIFT DIFFERENTIAL

Section 1 A shift differential of \$0.40 per hour will be paid for all employees working the third shift (11:00 p.m. to 7:00 a.m.). This provision includes shift differential inclusion for calculating all paid hours, overtime, and all paid leaves.

Section 2. A shift differential of \$.30 per hour will be paid for all employees working the second shift (3:00 p.m. to 11:00 p.m.). This provision includes shift differential inclusion in calculating all paid hours, overtime, and all paid leaves.

ARTICLE 18

COMPENSATION

Section 1. The regular rates of pay for each classification of employees is set out in Appendix A, which is attached hereto and by this reference made a part hereof.

Section 2. Any employee whose pay is in dispute, or his representative, shall have the right to examine the time sheets and other records pertaining to the computation of pay of that employee at reasonable times.

Section 3. Employees shall be paid every other Friday for the period ending the previous Sunday.

ARTICLE 19

PERFORMANCE EVALUATION

Section 1. The Employer may administer a performance evaluation using a performance evaluation document mutually agreed to by the parties. If the performance evaluation document is mutually agreed to, a new employee shall be evaluated not later than the completion of the employee's probationary period. A permanent employee shall be evaluated annually, and the evaluation shall be completed by the employee's anniversary date and shall be discussed with the employee within two (2) weeks of completion. The evaluation document shall contain ample space for the employee to write comments and the employee shall be given an opportunity to do so prior to the employee's signing the evaluation document. Disciplinary actions may include a record of performance evaluation results. The employee has a right to grieve a below average evaluation.

ARTICLE 20

GRIEVANCE PROCEDURE

Section 1. Definition – General Rules:

a) The word "Grievance" whenever used in this Agreement shall mean any difference between the Employer and the Union or any employee with regard to the interpretation, application, or violation of any of the express terms and provisions of this Agreement.

b) If a grievance is not presented or appealed within the time limitation as hereinafter provided, the grievance shall have no further validity or effect and will be considered to be abandoned.

Section 2. Procedure – A grievance that may arise shall be processed and settled in the following manner:

a) Step 1. – The grievance shall be discussed informally between the employee involved and the employee's immediate supervisor within five (5) calendar days after the occurrence of the event giving rise to the grievance. The supervisor shall either adjust the grievance or deliver his oral answer to the aggrieved employee within five (5) calendar days after such discussion. The failure of the

supervisor to reply within said five (5) calendar day period, shall be deemed a denial of the grievance and may be appealed to the next step.

b) Step 2. - If such grievance is not settled in Step 1 the aggrieved employee may appeal. The employee shall within five (5) calendar days following completion of Step 1 present the grievance in writing to the Chief. The grievance shall contain a statement from the employee specifying what relief or remedy is desired and shall specify the section of this Agreement, which is to be interpreted, applied or considered. The Chief shall investigate the grievance and issue a decision in writing thereon within a period of five (5) calendar days. The failure of the Chief to issue a written decision within said five (5) calendar days shall be deemed a denial of the grievance and may be appealed to the next step.

c) Step 3. - If such grievance is not settled in Step 2 the aggrieved employee may appeal to the City Manager. The employee shall within five (5) calendar days following completion of Step 2 present the grievance in writing to the City Manager. The grievance shall contain a statement from the employee specifying what relief or remedy desired, and shall specify the section of this Agreement, which is to be interpreted, applied or considered. The City Manager shall meet with the employee, the Union Business representative, and a Union Steward to review the grievance, and shall issue a decision in writing thereon within a period of ten (10) calendar days following such meeting. The failure of the City Manager to issue a written decision within said ten (10) calendar days shall be deemed a denial of the grievance and may be appealed to the next step.

d) Step 4. - In the event that the grievance remains unresolved after the completion of Step 3, the grievance may be referred to arbitration by the Union serving a written request for arbitration upon the Employer within five (5) calendar days of its receipt of the Step 3 response. It is expressly agreed and understood that no employee or the Union shall have the right to compel the arbitration of a grievance without the consent of the other. A representative of the Employer and the employee shall select a mutually agreeable arbitrator to hear and determine the grievance. If the parties are unable to agree upon the selection of an arbitrator within five (5) calendar days of the Employer's receipt of the arbitration notice, the employee shall within five (5) calendar days request the Federal Mediation and Conciliation Service or the Public Employment Relations Board to submit a list of five (5) arbitrators. Upon receipt of the list, the parties' designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list, and the fifth and remaining person shall act as the arbitrator.

An arbitrator selected pursuant to the above provisions shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute his discretion for that of the Employer in any matter reserved to the Employer by law or by the terms of this Agreement. A decision of the arbitrator, within the scope of his authority, shall be final and binding upon the Employer and the employee.

The Employer and the Union will share equally any joint cost of the arbitration procedure, such as fees and travel expenses for the arbitrator, and the cost of a hearing room and transcript. Any other expenses shall be paid by the party incurring them.

The arbitrator specifically shall not have power to accept or decide any grievance which involved a matter within the jurisdiction of the Civil Service Commission (Chapter 400, The Code).

Section 3. The Union shall have the right to be present and state its views at any and all stages of the grievance procedure.

ARTICLE 21

GENERAL CONDITIONS

Section 1. This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials, and employees.

Section 2. In the event any provision of this Agreement is held invalid by any Court of competent jurisdiction, the said provisions shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

Section 3. This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 4. Maintenance of standards: Except to the extent expressly modified or governed by the terms of this Agreement, levels of benefits in the following areas in effect at the execution of this Agreement shall be maintained at their present levels during the term of this Agreement: wages; hours; vacation; insurance; holidays; leave of absence; overtime; supplemental pay; seniority; job classification; health and safety matters; evaluation; procedures for staff reduction; and all other benefits covered within this Agreement but not expressly mentioned to this Article.

ARTICLE 22

EFFECTIVE PERIOD

Section 1. This Agreement shall be effective July 1, 2006 and shall continue through June 30, 2008.

Section 2. This Agreement shall continue in effect from year to year after June 30, 2008 unless one of the parties seeks modification thereof. The party seeking modification of the Agreement shall cause a written notice to be served on the other party by November 1 of the year prior to the time when modification is desired. The modification in writing is jurisdictional but after said notice is timely served by nay party, either party may thereafter offer any modification of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 29 day of March, 2006.

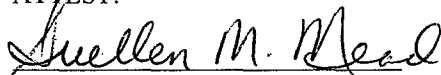
CITY OF FORT MADISON, IOWA



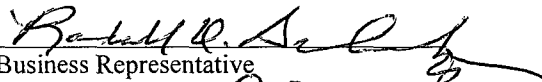
Mayor

PUBLIC PROFESSIONAL AND MAINTENANCE
EMPLOYEES LOCAL 2003 INTERNATIONAL
UNION OF PAINTERS AND ALLIED
TRADES

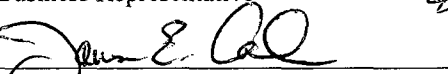
ATTEST:



City Clerk

By: 

Business Representative

By: 

Bargaining Committee Member

APPENDIX A

WAGE SCHEUDLE

EFFECTIVE JULY 1, 2006

<u>Classification</u>	<u>Beg. Rate</u>	<u>After 6 Mos.</u>	<u>After 1 Yr.</u>	<u>After 2 Yrs.</u>
Police Officer	\$13.94 (\$28,995)		\$15.35 (\$31,928)	\$18.40 (\$38,272)
Communication Clerk	\$10.01 (\$20,821)	\$11.74 (\$24,419)		\$12.66 (\$26,333)
Animal Control Officer	\$10.69 (\$22,235)	\$11.74 (\$24,419)		\$12.66 (\$26,333)

EFFECTIVE JULY 1, 2007

<u>Classification</u>	<u>Beg Rate</u>	<u>After 6 Mon</u>	<u>After 1 Yr</u>	<u>After 2 Yrs</u>
Police Officer	\$14.36 (\$29,869)		\$15.81 (\$32,884)	\$18.95 (\$39,416)
Communication Clerk	\$10.31 (\$21,445)	\$12.09 (\$25,147)		\$13.04 (\$27,123)
Animal Control Officer	\$11.01 (\$22,902)	\$12.09 (\$25,147)		\$13.04 (\$27,123)

A part-time communication clerk will receive the beginning rate of pay until the communication clerk has worked 1,040 hours at which time the communication clerk will receive the After Six Months rate of pay. This shall continue until the Communication Clerk has worked 3,960 hours at which time the Communication Clerk will receive the After 2 Years rate of pay. This provision shall not apply to a part-time Communication Clerk employed prior to July 1, 1990.

Pay rate changes provided for by this Agreement shall take effect on the first day of the pay period which is closest to the date of the event giving rise to the pay rate change.